

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65109

REQUEST NO.	2-090923BT
DATE	September 9, 2009
PAGE NO.	1
NO. OF PAGES	

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, September 23, 2009

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various MoDOT Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree

BUYER TELEPHONE: 573- 751-7482

BUYER EMAIL:

Brenda.Tyree@modot.mo.gov

SUPPLIES OR SERVICES

Various Posts

To establish a contract to furnish “**Various Posts**” with an effective date of Notice to Proceed and ending September 30, 2010 in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
 Telephone No.: _____
 Fax No.: _____
 Federal I.D. No. _____
 Email Address: _____

Firm Name: _____
 Address: _____
 By (Signature): _____
 Type/Print Name _____

Is your firm MBE certified? ☐ Yes ☐ No

Title: _____
 Is your firm WBE certified? ☐ Yes ☐ No

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide various posts located throughout the State of Missouri with an effective contract period of Notice to Proceed through September 30, 2010, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Department of Transportation Building located at 830 MoDOT Drive, Jefferson City, MO. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, Wednesday, September 23, 2009.

RFB Coordinator:

**Ms. Brenda Tyree, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102**

PHONE: 573-751-7482

FAX: 573-526-1218

1.2 General Information:

- 1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of various posts as set forth herein.
- 1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:
 - 1) Introduction and General Information
 - 2) Scope of Work
 - 3) Bid Submission
 - 4) Pricing Pages - **(Click on separate links to view Pricing Pages)**
 - 5) MGS Pages
 - 6) Attachments A & B
 - 7) Terms and Conditions

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide various posts on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as the "MoDOT", in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT does not guarantee any specific quantities that may be required to be provided by the contractor.
- 2.1.4 MoDOT reserves the right to obtain "like or similar" products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.1.6 The contractor shall furnish posts that comply with the specifications specified herein, and the Missouri Standard Plans and Specifications for Highway Construction, Edition of 2004, and any Revisions thereto.
 - a. The following revision shall apply to the Missouri Standard Plans and Specifications for Highway Construction:

Standard Plans 903.03:

FURNISH TWO .012" +/- AND TWO .032" +/- THICK SHIMS PER POST FROM BRASS SHIM STOCK OR STRIP, DESIGNATION ASTM B 36. SHIM AS REQUIRED TO PLUMB POST.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with various posts (See Attachment A for past usage), in accordance with the following:
 - a. ***GALVANIZED STEEL MARKER POSTS*** - All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specifications #MGS 92-02F and #MGS 05-02 and any other provisions outlined in the solicitation documents.
 - 1. The contractor shall complete delivery within 120 days after receipt of purchase order.
 - b. ***GALVANIZED STEEL PIPE POSTS*** - Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, friction cap, and multi-directional slip base. Each stub must be complete with multi-directional slip base. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates sized according to Missouri Standard Plans and Specifications for Highway Construction.
 - 1. The contractor shall complete delivery within 90 days after receipt of purchase order.
 - c. ***GALVANIZED STRUCTURAL STEEL POSTS*** - Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, hinge plates, splice plate, and a breakaway base. Each stub must be complete with a breakaway base. Replacement Fuse Plates and Splice Plates must be complete with appropriate bolts, nuts, and washers according to Missouri Standard Plans and Specifications for Highway

Construction. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates according to Missouri Standard Plans and Specifications for Highway Construction.

1. The contractor shall complete delivery within 90 days after receipt of purchase order.

d. **SQUARE STEEL PERFORATED POSTS** — All materials, equipment, and/or services bid upon must comply with the attached MoDOT Specification #MGS-03-04F and any other provisions outlined in the solicitation documents.

1. The contractor shall complete delivery within 45 days after receipt of purchase order.

2.3 Delivery Requirements:

2.3.1 The contractor shall deliver various posts as specified herein to various locations within the district locations specified on Attachment B elsewhere herein. The contractor shall deliver such posts F.O.B. destination.

2.3.2 If requested by MoDOT, the contractor shall deliver specified post types for a specified quantity at an accelerated lead time.

2.3.3 The contractor shall notify the District Engineer or his representative, at a minimum of twenty-four (24) hours in advance, regarding the arrival time of each shipment.

2.4 Liquidated Damage Requirements:

2.4.1 The contractor shall agree and understand that providing various posts in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

a. In the event the contractor fails to provide various posts in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$250.00 per day, per complete order for each such delinquent day.

b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to MoDOT, at the sole discretion of MoDOT.

c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of each District as a separate entity, and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies. The contractor shall understand and agree that each District's decision shall be individual, final, and without recourse.

e. The contractor shall agree and understand that if a product(s) is rejected due to not meeting specifications, all costs associated with returning the product to the contractor shall be paid by the contractor.

2.5 Invoicing and Payment Requirements:

2.5.1 The contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

- 2.5.2 Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- 2.5.3 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page(s) of this document after completion of deliverables specified herein and acceptance by MoDOT.
- 2.5.4 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.
- 2.5.5 MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful bidder upon request.
- 2.5.6 Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- 2.5.7 The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the contractor's expense.
- 2.5.8 The MHTC reserves the right to purchase goods and services using the state-purchasing card.

2.6 Other Contractual Requirements:

- 2.6.1 Contract Period - The contract shall commence from the date of Notice to Proceed until September 30, 2010 with two (2) one-year renewal option periods. Renewal options are at the sole discretion of MoDOT. If the option for renewal is exercised by MoDOT, the contractor shall agree to all terms and conditions of the RFB and all subsequent amendments. Additionally, in the event MoDOT exercises its option(s) to renew the contract, the requirements for future months shall be basically similar.
- 2.6.2 Renewal Periods - In the event that MHTC exercises its option to renew the contract pursuant to the applicable provisions outlined in this document, the contractor shall understand and agree that the MHTC does not automatically grant a price increase at the time of renewing the contract.
- 2.6.3 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation for a price increase, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract period for a renewal.
 - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.
- 2.6.4 Inspection Specifications - MoDOT reserves the right to inspect the material at the point of manufacture, intermediate storage point, or at a destination which shall be at the discretion of MoDOT.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "Various Posts".

3.1.2 All bids must be received at the following address no later than Wednesday, September 23, 2009 at 2:00 p.m., CDT.

Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.3 The bidder may withdraw, modify or correct his bid after it has been deposited with the Department provided such request is submitted in writing and received at the location designated for the bid opening prior to the time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the time specified for the opening of bids.

3.1.4 Open Competition / Request For Bid Document:

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.5 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.6 Cost Determination - The low bid shall be determined by adding the bidder's line items within each range of post type category. For each category, the totals from the three (3) ranges will be added together for each bidder to determine the lowest bid.

- 3.1.7 Contract Award – One (1) contract award shall be made for each of the four (4) post type categories.
- 3.1.8 MHTC reserves the right to reject any or all bids, and no award is final until formally approved by the MHTC.
- 3.1.9 **NOTE:** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT.

4. PRICING PAGE

GALVANIZED STEEL MARKER POSTS (CHANNEL)

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STEEL MARKER POSTS (CHANNEL) LINE ITEMS**

4. PRICING PAGE

GALVANIZED STEEL PIPE POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STEEL PIPE POSTS LINE ITEMS**

4. PRICING PAGE

GALVANIZED STRUCTURAL STEEL POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
GALVANIZED STRUCTURAL STEEL POSTS LINE ITEMS**

4. PRICING PAGE

SQUARE STEEL PERFORATED POSTS

**CLICK ON THE SEPARATE LINK ON THE MoDOT WEBSITE PAGE FOR
SQUARE STEEL PERFORATED POSTS LINE ITEMS**

MGS 92-02F - Galvanized Steel Marker Post



MGS 92-02F
(Page 1 of 2)
(Rev. 11-10-05 PL)

GALVANIZED STEEL MARKER POSTS MGS 92-02F

1.0 SCOPE. This specification covers the requirements for channel, modified channel light, medium, and heavy or delineator galvanized steel marker posts.

2.0 MATERIAL.

2.1 Steel. The posts shall be re-rolled rail steel or an equivalent steel conforming to the mechanical requirements of ASTM A 499, Grade 60 and to the chemical requirements of ASTM A 1.

2.2 Coating. The posts shall be galvanized after fabrication in accordance with the requirements of AASHTO M 111. The weight of zinc coating shall average not less than two (2) ounces per square foot of the surface coated, and no individual specimen shall show less than 1.8 ounces per square foot.

2.2.1 Damaged coating shall be repaired in accordance with Specification Sec 1081.

2.3 Dimensions.

2.3.1 Length. The posts shall be of the length specified in the bid request or as stated in the standard plans with a tolerance in length of minus one inch and plus two inches.

2.3.2 Weight Per Foot. The weight per foot before punching or galvanizing shall comply with the following:

	Pounds Per Foot
Heavy Post	$2.60 \pm .20$
Medium Post	$2.03 \pm .23$
Light Posts	$1.30 \pm .20$

2.3.3 Cross Section Dimensions. The cross-section dimensions shall comply with the details shown on Drawing "A" of this specification.

2.3.4 Hole Punching. All holes shall be 3/8" in diameter, spaced along the center line of the web.

2.3.4.1 Light posts shall have 30 holes, one inch center to center, beginning one inch from the end of the post.

2.3.4.2 Medium and Heavy posts shall have holes of one inch center to center for the entire length of the post, beginning one inch from the end of the post.

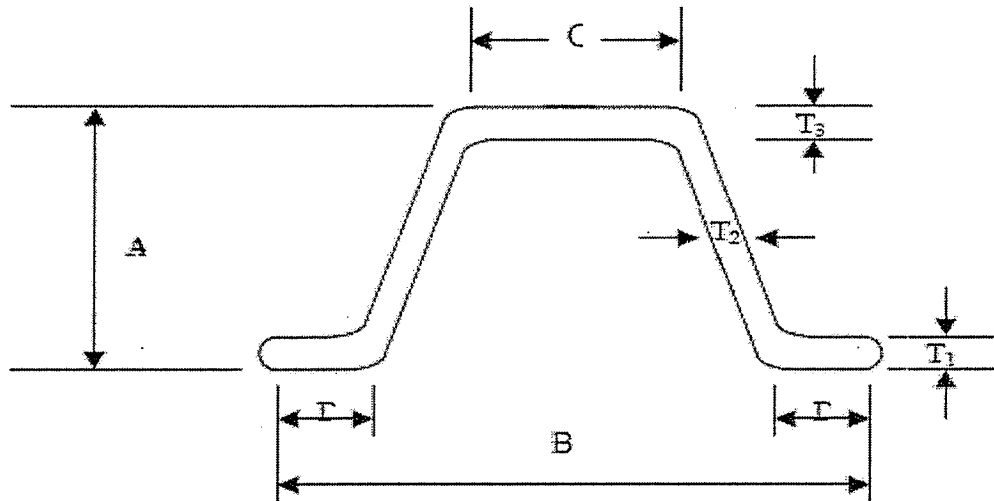
3.0 CERTIFICATION. The fabricator shall furnish to the engineer at destination a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to Section 2.1 of this specification. A certification shall be furnished for each shipment.



MATERIALS

4.0 INSPECTION. The material will be inspected at the source or at destination as determined by the engineer.

5.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based on an acceptable certification and on inspection by the engineer.



DRAWING 'A'

CHANNEL, MODIFIED CHANNEL, OR DELINEATOR STEEL MARKER POST
 Dimensions (inches)*

A	B	C	D	T1	T2	T3
HEAVY POST						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	1 TO 1-3/8	1/2 TO 3/4	5/32 TO 7/32	3/32 TO 7/32	5/32 TO 7/32
MEDIUM POST						
1-1/4 TO 1-5/8	2-1/2 TO 3-1/4	3-1/32 TO 1-3/8	15/32 TO 23/32	7/64 TO 11/64	7/64 TO 11/64	7/64 TO 11/64
LIGHT POST						
7/8 TO 1-1/4	1-15/16 TO 2-3/16	5/8 TO 1	3/8 TO 5/8	3/32 TO 5/32	3/32 TO 5/32	3/32 TO 5/32

*Tolerances shown hereon are absolute. No further dimensional tolerances will be acceptable.



MATERIALS

MGS 05-02 - Galvanized Steel Marker Post - Delineator



MGS 05-02
(Page 1 of 1)
(New, 11-10-05 PL)

GALVANIZED STEEL CHANNEL POSTS FOR DELINATORS MGS 05-02

1.0 SCOPE. This specification covers the requirements for galvanized steel delineator posts.

2.0 MATERIAL.

2.1 Steel. The posts shall be manufactured from ductile ASTM A36 or ASTM A1011 Grade 60 steel.

2.2 Coating. The posts shall be galvanized after fabrication in accordance with the requirements of AASHTO M 111. The weight of zinc coating shall average not less than two (2) ounces per square foot of the surface coated, and no individual specimen shall show less than 1.8 ounces per square foot.

2.2.1 Damaged coating shall be repaired in accordance with Specification Sec 1081.

2.3 Dimensions.

2.3.1 Length. The posts shall be 7 feet in length or as specified in the bid request with a tolerance in length of plus or minus one inch.

2.3.2 Weight Per Foot. The weight per foot before punching or galvanizing shall be 1.12 pounds, plus or minus 0.05 pounds.

2.3.3 Cross Section Dimensions. The cross-section dimensions shall comply with the details shown on Drawing "A" of this specification.

2.3.4 Hole Punching. All holes shall be 3/8" in diameter, spaced along the center line of the web.

3.0 CERTIFICATION. The fabricator shall furnish to the engineer at destination a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to Section 2.1 of this specification. A certification shall be furnished for each shipment.

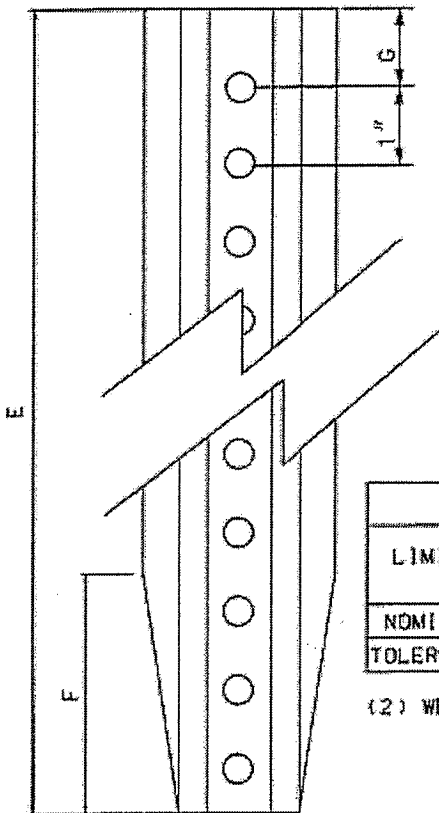
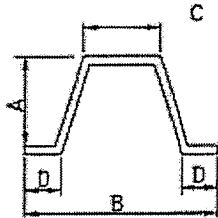
4.0 INSPECTION. The material will be inspected at the source or at destination as determined by the engineer.

5.0 ACCEPTANCE. Acceptance of posts furnished under this specification will be based on an acceptable certification and on inspection by the engineer.



MATERIALS

CHANNEL POST FOR DELINEATORS



HOLE PUNCHING TO EQUAL $\frac{3}{8}$ " INCH DIAMETER HOLES, ONE INCH CENTER TO CENTER, BEGINNING ONE INCH FROM THE END AND CONTINUING THE ENTIRE LENGTH OF THE POST.

DELINEATOR POST								
LIMITS	LBS/FT (2)	DIMENSIONS - INCHES						
		A	B	C	D	E	F	G
NOMINAL	1-12	1	2-1/4	$\frac{7}{8}$	$\frac{3}{8}$	84	3	$\frac{1}{2}$
TOLERANCE	+/- 5%	+/- $\frac{1}{8}$	+/- $\frac{1}{8}$	+/- $\frac{1}{8}$	+/- $\frac{1}{8}$	+/- 1	+/- $\frac{1}{2}$	+/- $\frac{3}{4}$

(2) WEIGHT BEFORE GALVANIZING OR PUNCHING.

STEEL: The channel post for delineators shall be manufactured from ductile ASTM A 36 or ASTM A 1011 Gr 60 and as shown above. Posts shall be hot dipped galvanized after manufacture in accordance with Sec 1080 of Missouri Standard Specifications for Highway Construction, 2004. Damaged coating shall be repaired in accordance with Sec 1081.

MGS-03-04F - Square Steel Perforated Post



MGS-03-04F
(Page 1 of 2)
(Rev 09-06-07)

SQUARE STEEL PERFORATED POSTS MGS-03-04F

1.0 DESCRIPTION. This specification covers square steel perforated posts for signs.

2.0 MATERIALS.

2.1 Steel. The steel shall be in accordance with the standard specification for hot rolled carbon sheet steel, structural quality, ASTM A 1011, Grade 50. The average minimum yield strength after cold-forming shall be a minimum of 50,000 psi.

2.2 Coating. The posts shall be hot-dipped galvanized steel in accordance with ASTM A 653, G90, structural quality, Grade 50, Class 1. The corner weld shall be zinc coated after scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and the exterior of the post shall be galvanized. Modifications made to the post after the initial fabrication, such as additional welding or other alterations shall be galvanized.

2.3 Dimensions.

2.3.1 Dimensional Tolerances. All dimensional tolerances shall be in accordance with ASTM A 513, excepted as noted.

2.3.2 Length. The length of each post shall be in accordance with the bid request.

2.3.3 Weight Per Foot. The weight per foot shall be in accordance with the following or as specified:

Size	U.S.S. Gauge	Weight (lbs/foot)	Tolerance (lbs/foot)
2" x 2"	12	2.42	+/- 0.12
2 1/2" x 2 1/2"	12	3.14	+/- 0.16

2.3.4 Cross Section. The cross section of the post shall be square tube formed of 12 gauge (.105 U.S.S gauge) steel, carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

2.3.5 Hole Punching. All holes shall be $7/16 \pm 1/64$ inches in diameter on one (1) inch centers on all four sides down the entire length of the post. The holes shall be on the centerline of each side in true alignment and opposite each other directly and diagonally.

2.3.6 Telescoping Properties. Finished posts for telescoping post systems shall meet the general dimensional requirements and shall permit consecutive sizes of square tubes to telescope freely without the necessity of matching any particular face to any other face. The finished posts shall be straight and have a smooth, uniform finish. All holes and ends shall be free from burrs and ends shall be cut square.

2.3.7 Anchors. When anchors are specified the size and length shall be in accordance with the following.

- a) Anchors – Short piece of perforated square steel post in accordance with the following:
12 Gauge Steel – 2 1/4" x 2 1/4" x 36" for 2" posts

b) Heavy Duty Anchors – Short piece of square steel tube meeting dimensions shown in Drawing "A" of this specification and in accordance with the following:

7 Gauge Steel – 2 ½" x 2 ½" x 36" or 48" for 2" posts

7 Gauge Steel – 3" x 3" x 36" or 48" for 2 ½" posts

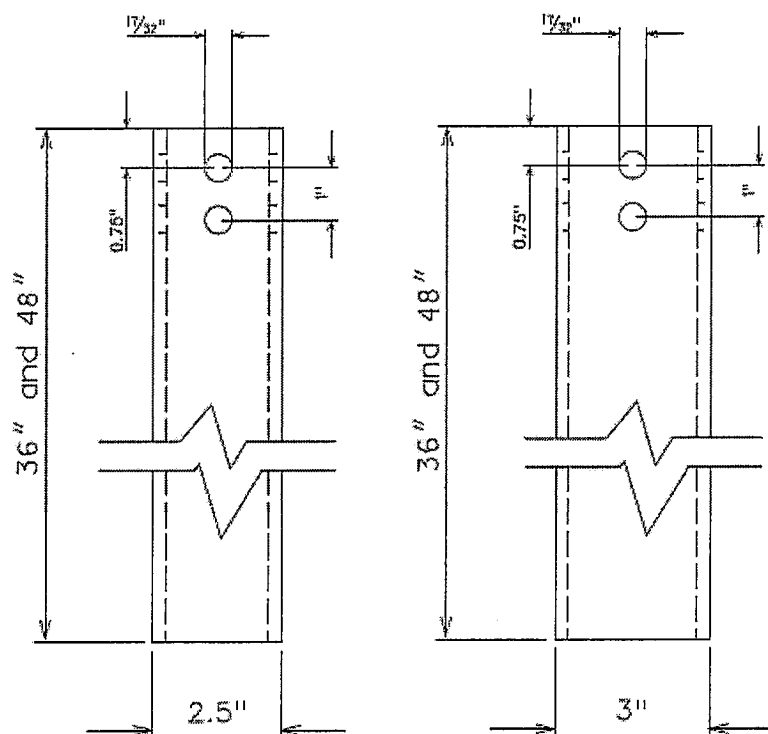
3.0 **Connecting Bolts and Nuts.** Bolts used to connect posts to anchors and sleeves shall be 5/16-inch, 18NC threads, grade 2 bent truss head bolts in accordance with ASTM A307 grade A. The bolts shall be mechanical zinc galvanized in accordance with ASTM B695, class 25. The nuts shall be 5/16-inch, 18NC threads, grade 2 serrated flange nuts in accordance with ASTM A194 and zinc electroplated in accordance with ASTM B633. Bolts for heavy duty anchors shall be 3/8" x 3 ½", 18NC threads, flanged shoulder bolts in accordance with ASTM A307 Grade A. Flanged nuts for heavy duty anchors shall be 18NC threads in accordance with ASTM A563 Grade A.

4.0 **CERTIFICATION.** The fabricator shall furnish to the engineer, a certification stating that the posts furnished comply with all requirements of this specification. The certification shall include or have attached specific results of tests of the mechanical and chemical properties of the steel conforming to section 2.1 and 2.2 of this specification. The certification for each shipment shall accompany the material to the destination.

5.0 **INSPECTION.** The material will be inspected at the source or at the destination as determined by the engineer.

6.0 **ACCEPTANCE.** Acceptance of posts furnished under this specification will be based upon appropriate certification and upon inspection by the engineer.

7 Gauge, Heavy Duty Anchors



- Bolt Hole diameters - $1\frac{7}{32}$ "
- 2 per side on all 4 sides per figure

Drawing A

ATTACHMENT A

PAST USAGE FOR POSTS

Galvanized Steel Marker Posts

Commodity	Commodity Description	FY 07 Order Qty
8013047500	POST, MEDIUM CHANNEL, #2, 6'	230
8013047505	POST, MEDIUM CHANNEL, #2, 6'6"	50
8013047510	POST, MEDIUM CHANNEL, #2, 8'	580
8013047515	POST, MEDIUM CHANNEL, #2, 9'	1,605
8013047520	POST, MEDIUM CHANNEL, #2, 10'	3,626
8013047525	POST, MEDIUM CHANNEL, #2, 12'	2,687
8013047527	POST, MEDIUM CHANNEL, #2, 14'	425
8013047528	POST, MEDIUM CHANNEL, #2, 15'	0
8013047529	POST, MEDIUM CHANNEL, #2, 16'	0
8013047530	POST, HEAVY CHANNEL, #3, 6'	0
8013047535	POST, HEAVY CHANNEL, #3, 9'	0
8013047540	POST, HEAVY CHANNEL, #3, 10'	0
8013047545	POST, HEAVY CHANNEL, #3, 12'	3,907
8013047550	POST, HEAVY CHANNEL, #3, 14'	326
8013055700	POST, SIGN, STEEL, R/W POST, 6 FT. 1 LB, STEEL CHANNEL	233
8013055720	POST, SIGN, STEEL, DELINEATOR POST, 7FT. STEEL CHANNEL	15,309

ATTACHMENT A, continued

PAST USAGE FOR POSTS

Galvanized Steel Pipe Posts

Commodity	Commodity Description	FY 07 Order Qty
8013047137	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 10 FT. WITH M. BASE	20
8013047139	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 12 FT. WITH M. BASE	194
8013047141	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 14 FT., W/ MD BASE	86
8013047143	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 16 FT. WITH M. BASE	20
8013047145	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN X 18 FT., WITH M. BASE	0
8013047147	POST, SIGN (BREAKAWAY), PIPE, 2-1/2 IN. X 20 FT., WITH M. BASE	30
8013047171	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 10 FT., W/ MD BASE	0
8013047172	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 12 FT. WITH M. BASE	10
8013047174	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 14 FT., WITH M. BASE	14
8013047176	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 16 FT., WITH M. BASE	51
8013047178	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 18 FT., WITH M. BASE	50
8013047180	POST, SIGN (BREAKAWAY), PIPE, 3 IN. X 20 FT., WITH M. BASE	149
8013047212	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 12 FT., WITH M. BASE	14
8013047214	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 14 FT., WITH M. BASE	37
8013047216	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 16 FT., WITH M. BASE	124
8013047218	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 18 FT., WITH M. BASE	73
8013047220	POST, SIGN (BREAKAWAY), PIPE, 4 IN. X 20 FT., WITH M. BASE	209
8013023252	BASE, SIGN POST MOUNTING, STUB, 2-1/2"X3' WITH 3-1/2" M. BASE	330
8013023254	BASE, SIGN POST MOUNTING, STUB, 3"X4' WITH 3-1/2" M. BASE	376
8013023258	BASE, SIGN POST MOUNTING, STUB, 4"X5' WITH 3-1/2" M. BASE	279

ATTACHMENT A, continued

PAST USAGE FOR POSTS

Galvanized Structural Steel Posts

Commodity	Commodity Description	FY 07 Order Qty
8013023388	BASE, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 3' 0"	50
8013023440	BASE, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 5' 6"	116
8013047412	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 12' 0"	120
8013047414	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 14' 0"	50
8013047416	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 15' 0"	140
8013047418	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 16' 0"	631
8013047420	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 18' 0"	122
8013047422	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 20' 0"	1,034
8013047424	POST, STRUCTURAL SIGN DESIGN #1, W6 X 9 - 30' 0"	0
8013047439	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 30' 0"	0
8013047884	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 14' 0"	0
8013047886	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 15' 0"	0
8013047888	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 16' 0"	200
8013047890	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 17' 0"	0
8013047906	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 18' 0"	32
8013047908	POST, STRUCTURAL SIGN DESIGN #2, W6 X 15 - 20' 0"	684
8013047909	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 18' 0"	0
8013047910	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 20' 0"	55
8013047911	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 22' 0"	59
8013047912	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 28' 0"	100
8013047913	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 25' 0"	7
8013047914	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 40' 0"	152
8013047915	POST, STRUCTURAL SIGN DESIGN #5, W10 X 26 - 30' 0"	0
8013047916	POST, STRUCTURAL SIGN DESIGN #6, W12 X 26 - 40' 0"	176
8013047923	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 18' 0"	0
8013047924	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 20' 0"	0
8013047925	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 22' 0"	1
8013047926	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 26' 0"	0
8013047927	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 24' 0"	0
8013047929	POST, STRUCTURAL SIGN DESIGN #4, W10 X 22 - 30' 0"	0
8013047934	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 24' 0"	0
8013047936	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 26' 0"	0
8013047940	POST, STRUCTURAL SIGN DESIGN #3, W8 X 18 - 30' 0"	100

ATTACHMENT A, continued

PAST USAGE FOR POSTS

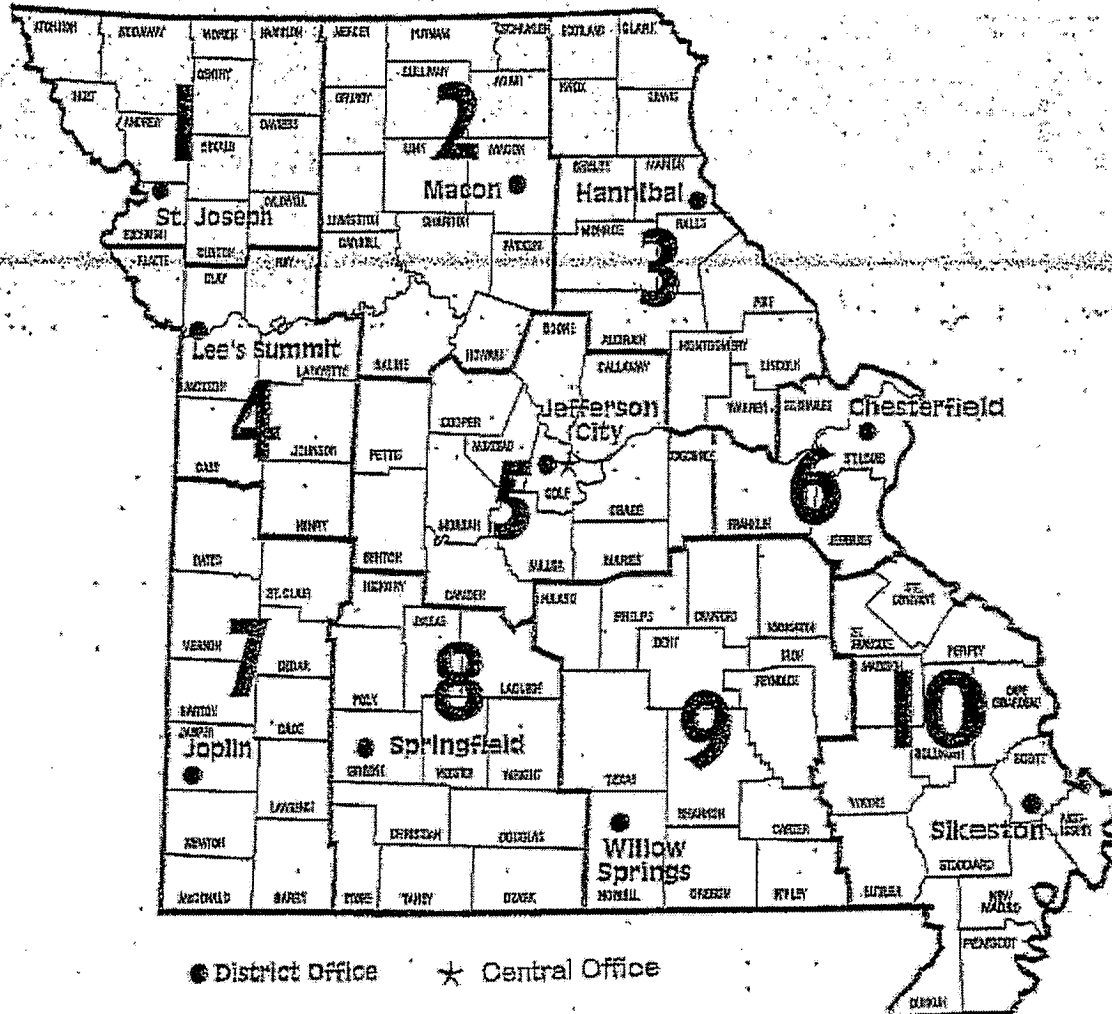
Square Steel Perforated Posts

Commodity	Commodity Description	FY 07 Ordered Qty
8013023206	BASE, SIGN POST MOUNTING, SQUARE PERFORATE, 2-1/4" POST ANCHOR	150
8013023208	BASE, SIGN-POST MOUNTING 2-1/4", OMNI ANCHOR (TORPEDO STYLE)	12,541
8013023214	BASE SIGN-POST MOUNT. 3", SGL.HD ANCHOR 7GA (2.5" PSST POST)	4,928
8013023230	BASE, SIGN-POST MOUNTING 3", SINGLE PIECE BREAKAWAY ANCHOR	11,365
8013047570	POST, SQUARE, PERFORATED, 2"X10'	8,711
8013047575	POST, SQUARE, PERFORATED, 2.5"X10'	3,360
8013047595	POST, SQUARE, PERFORATED, 2" X 11'	637
8013047600	POST, SQUARE, PERFORATED, 2.5" X 11'	50
8013047620	POST, SQUARE, PERFORATED, 2" X 12'	15,914
8013047625	POST, SQUARE, PERFORATED, 2.5" X 12'	10,143
8013047670	POST, SQUARE, PERFORATED, 2" X 14'	6,389
8013047672	POST, SQUARE, PERFORATED, 2" X 16'	595
8013047675	POST, SQUARE, PERFORATED, 2.5" X 14'	16,477
8013047679	POST, SQUARE, PERFORATED, 2.5" X 16'	4,459
8013059083	BOLT SIGN, CORNER 5/16" X 2" MED. ZINC-GALV. GRADE 2 (W/NUT)	0
8013059085	BOLT SIGN, CORNER 5/16" X 2.5" LRG.ZINC-GALV.GRADE 2 (W/NUT)	0

ATTACHMENT B

Retain this insert for your information

Missouri Department of Transportation District Outline Map



COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	5	Cedar.....	7	Crawford.....	8	Lin.....	2	Crawford.....	8	St. Louis.....	6
Andrew.....	1	Christian.....	2	Crawford.....	2	Livingston.....	2	Franklin.....	10	St. Louis.....	6
Atchison.....	1	Christian.....	2	Crawford.....	1	MacDonald.....	7	Ferry.....	10	Schuyler.....	2
Audrain.....	2	Clark.....	3	Henry.....	4	Macon.....	2	Franklin.....	5	Sevier.....	3
Barry.....	7	Clay.....	1	Hickory.....	8	Madison.....	10	Franklin.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	3	Marion.....	5	Pike.....	5	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Beaumont.....	5	Copper.....	5	Howell.....	9	McCook.....	3	Polk.....	8	Stoddard.....	10
Bell.....	10	Crawford.....	9	Iron.....	5	Miller.....	5	Pulaski.....	9	Stoddard.....	8
Bonhomme.....	5	Dade.....	7	Jackson.....	4	Mississippi.....	10	Pulaski.....	2	Sullivan.....	2
Burnett.....	1	Dallas.....	4	Jasper.....	7	Modesto.....	5	Reels.....	5	Taney.....	3
Butte.....	10	Davidson.....	1	Jefferson.....	6	Monroe.....	2	Randolph.....	2	Texas.....	9
Callaway.....	1	DeKalb.....	1	Johnson.....	4	Montgomery.....	3	Ray.....	4	Vernon.....	7
Calloway.....	5	Dickinson.....	9	Knox.....	3	Morgan.....	5	Reynolds.....	9	Warren.....	3
Camden.....	5	Douglas.....	8	Laclede.....	3	New Madrid.....	10	Ripley.....	5	Washington.....	9
Cape Girardeau.....	10	Franklin.....	10	Lafayette.....	4	Newman.....	7	St. Charles.....	6	Wayne.....	10
Carroll.....	3	Franklin.....	6	Lamar.....	7	Nodaway.....	1	St. Clair.....	7	Webster.....	5
Carter.....	9	Gasconade.....	5	Lewis.....	3	Oregon.....	8	St. Francois.....	10	Worth.....	1
Cass.....	4	Geny.....	1	Linn.....	1	Ozark.....	5	St. Genevieve.....	10	Wright.....	2

ANTI-COLLUSION STATEMENT

STATE OF _____)
COUNTY OF _____) SS

_____ being first duly sworn, deposes and
says that he is _____ of
Title of Person Signing

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (**The person, firm, association, or corporation making said bid**) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____.

Notary Public

My Commission Expires _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

- [] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- [] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____
- [] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

Cooperative Procurement

The Department is interested in assisting Missouri governmental entities, etc. in purchasing equipment, various materials, and supplies that meet the Missouri Department of Transportation specifications.

Each bidder is asked to indicate below whether they would be willing to offer Various Posts listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Department will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the Various Posts meeting the Department specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____ NO _____

If the price varies throughout the state on Department bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. A copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. A completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name, (Please Print)	Service-Disabled Veteran Business Name
<i>Service-Disabled Veteran's Signature</i>	Missouri Address of Service-Disabled Veteran Business

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and

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equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.

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- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.